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STATE OF NEW JERSEY  
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By: Stephanie Beaty  
Deputy Attorney General  
(609) 777-4854

TECH TRANSPORTATION SYSTEMS	)	
Petitioner,	)	STATE OF NEW JERSEY
	)	OFFICE OF ADMINISTRATIVE LAW
	)	DOCKET NO. HLTPA 059200-2003N
vs.	)	<u>Civil Action</u>
	)	SETTLEMENT AGREEMENT
DEPARTMENT OF HEALTH AND SENIOR SERVICES	)	
Respondent.	)	

This Settlement Agreement is entered into between Petitioner, Tech Transportation Systems ("Tech" or petitioner), and Respondent, the State of New Jersey Department of Health and Senior Services (the "Department").

WHEREAS, Tech Transportation Systems, owned and operated by Frank Batista, is licensed by the Department as a Basic Life Support (BLS) Ambulance Services Provider; and

WHEREAS, on or about March 26, 2003, the Department issued a penalty letter against Tech Transportation alleging violations of N.J.S.A. 26:2H-1 et seq. and the regulations promulgated thereunder, including N.J.A.C. 8:40-3.5(a) (Reporting of patient injuries); and N.J.A.C. 8:40-2.14(e)(1) (causing patient injury); and

WHEREAS, pursuant to N.J.S.A. 26:2H-14, N.J.A.C. 8:40-2.14(e)(1); and N.J.A.C. 8:40-2.14(e)6, the Department assessed a penalty totaling \$2,750.00; and

WHEREAS, Tech Transportation appealed the Department's penalty and its findings, and requested a fair hearing pursuant to N.J.A.C. 8:40-2.15; and

WHEREAS, Tech Transportation and the Department have reached an amicable resolution of the controversy which exists between them in the above captioned matter; and

NOW THEREFORE, Tech Transportation and the Department agree to settle their dispute on the following terms:

1. Tech Transportation will pay one thousand five hundred dollars (\$1,500.00) to the Department. Tech shall pay the Department within 14 days of the complete execution of this agreement.

2. The certified check or money order shall be made payable to "Treasurer, State of New Jersey", and payment shall be forwarded to:  
New Jersey Department of Health and Senior Services  
Office of Emergency Medical Services

P.O. Box 360  
Trenton, NJ 08625-0360  
Attn: Karen Halupke

3. Petitioner admits to the violation of N.J.A.C. 8:40-3.5(a)(2), the failure to report a patient injury to the Department.

4. Petitioner and the Department agree that this Settlement is not intended as, and does not constitute, an admission of liability by petitioner with regard to the alleged violation of N.J.A.C. 8:40-2.14(e)(1), violations causing patient injury.

5. Tech Transportation, for itself and on behalf of its owners, insurers, agents, employees, heirs, executors, personal representatives, successors and assigns, agrees to the terms described in this Agreement, in final settlement of any and all claims it has or may have with respect to the adequacy or correctness of the violations listed in the penalty letter dated March 26, 2003, and releases the State of New Jersey and its Departments, officials, insurers, agents employees, heirs, executors, personal representatives, successors and assigns from all claims, demands, damages, causes of action or suits which have been, could have been or might have been made or prosecuted on account of any conduct of any party occurring at any time with respect to any pending or possible claim relating to the penalty letter dated March 26, 2003, and the penalties cited therein.

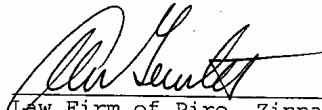
6. Tech Transportation and the Department hereby waive any claim for payment of counsel fees incurred in connection with this Settlement.

7. This settlement shall not constitute a precedent in this or any other matter, present or future.

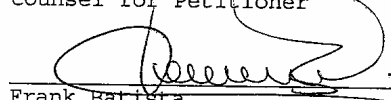
8. This settlement represents a full and final resolution of all matters relating to the penalty letter dated March 26, 2003, and OEMS Investigation Control #03-B-011.

By their signatures, each party signing this Settlement Agreement represents and warrants that he or she is authorized to execute this Agreement.

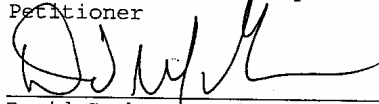
Date: 7/15/05

  
Law Firm of Piro, Zinna, et als.  
Alan Genitempo, Esq.  
Counsel for Petitioner

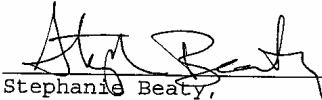
Date: 6/15/05

  
Frank Batista  
Tech Transportation Systems  
Petitioner

Date: 7/29/05

  
David Gruber, Assistant Commissioner  
The New Jersey Department of  
Health and Senior Services,  
Respondent

Date: 7/15/05

  
Stephanie Beaty,  
Deputy Attorney General  
Attorney for Respondent